

Contract no 1490

AGREEMENT

Between

The BOROUGH OF LAKEHURST

and

The LAKEHURST POLICE ASSOCIATION

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RUTGERS UNIVERSITY

January 1, 1991 through December 31, 1993

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PREAMBLE

This Agreement made this 21st day of March, 1991, between the Borough of Lakehurst (hereinafter called the "Employer") and the Lakehurst Police Association (hereinafter called the "Association");

WHEREAS the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and other terms and conditions of employment;

NOW THEREFORE, in consideration of the premises and mutual agreements hereinafter contained, the parties hereto agree with each other in respect to the employees of the employer recognized as being represented by the Association, as follows:

ARTICLE I

DEFINITIONS

- A. "Employer" means the Borough of Lakehurst;
- B. "Association" means the Lakehurst Police Association;
- C. "Employee" means any sworn, full-time police officer, sergeant, or lieutenant of the Police Department of the Borough of Lakehurst, not including school crossing guards;
- D. "Department" means the Police Department of the Borough of Lakehurst;
- E. "Chief" means the Chief of Police of the Borough of Lakehurst;
- F. "Grievance" means such disputes arising under and covered by the Grievance Procedure in Article XXI;
- G. "Immediate Family" means spouse, children, parents, in-laws, grandparents, grandchildren, brothers, or sisters;
- H. "Borough Council" means the Borough Council of the Borough of Lakehurst;
- I. "Educational Credit" is based on advanced in-service training at a rate of one (1) training day equals one (1) credit.

ARTICLE II
PBA RIGHTS AND RECOGNITION

A. The employer hereby recognizes the Lakehurst Police Association as the exclusive representative for all full-time police officers, sergeants, and lieutenants, hereinafter called the "employees" of the Lakehurst Police Department. The Association shall have all those rights hereinafter set forth.

ARTICLE III
MANAGEMENT RIGHTS

A. The Association recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the employer. All of the rights, powers, and authority possessed by the employer prior to the signing of this Agreement are retained exclusively by the employer, subject only to such limitations as are specifically provided in this Agreement. Such rights, powers, and authority shall include, but not be limited to:

(1) The right of the Chief to establish departmental rules and regulations;

(2) The right of the employer and Chief to direct the work of the employees, including the schedule of overtime work in the manner most advantageous to the employer and consistent with the applicable provisions of this Agreement;

(3) The right of the employer and the Chief to hire, promote, assign, transfer, and retain employees to and within the Police Department;

(4) The right of the employer and the Chief to demote, suspend, discipline, or discharge employees for proper cause;

(5) The right of the employer to relieve employees from duties for legitimate reasons, such as budgetary consideration.

ARTICLE IV
NEGOTIATION OF SUCCESSOR AGREEMENT

A. Both parties agree to commence negotiations for the year 1994 no later than September 1, 1993, unless this date is mutually extended. After negotiations commence, the parties agree to meet at least once a week unless they mutually agree otherwise. In the event the negotiations are not completed for a new Agreement on or before the expiration date of this Agreement, all parties agree that this Agreement shall remain in full force and effect until such time as a new Agreement is reached.

ARTICLE V
SALARIES

BASE SALARY GUIDE

	EFFECTIVE 1/1/91	EFFECTIVE 1/1/92	EFFECTIVE 1/1/93
Probationary/Provi- sional Ptl.	\$18,460.34	\$19,660.26	\$20,938.18
Ptl. (90 days after completion of academy)	21,437.81	22,831.27	24,315.30
Ptl. (completion 1 year)	25,010.78	26,636.48	28,367.85
Ptl. (completion 2 years)	28,583.75	30,441.69	32,420.40
Ptl. (completion 3 years)	32,418.74	34,525.96	36,770.15
Sergeant	35,173.49	37,459.77	39,894.65
Lieutenant	37,987.36	40,456.55	43,086.22

A. An employee shall move to the next step on the guide on his/her anniversary date.

B. The employee may receive a merit advancement, time waived and without prejudice, upon written recommendation to the employer by the Chief of Police and consent of the Mayor and Borough Council.

ARTICLE VI
WORK HOURS

A. The work day will consist of ten (10) consecutive hours.

ARTICLE VII
OVERTIME AND RECALL

A. Any employee working in excess of his/her regular hours of duty shall be paid at the rate of time and one-half (1 1/2) for all time so worked.

B. Emergency recall will be a minimum of four (4) hours. All recall time will be at a rate of time and one-half (1 1/2). No overtime will be paid for inspections.

(1) Any recall contiguous with the employee's work shall not require the payment of the four (4) hour minimum.

(2) The employer retains the right to hold the employee for the full four (4) hour period.

C. Employees shall be entitled to time and one-half for court time worked with a two (2) hour minimum. Personnel required to appear before a court or agency while not available for regular duty because of an on-the-job injury shall not be given any additional compensation for such appearance.

D. Off-duty officers who are required to attend training or non-disciplinary meetings, except those called by the Mayor and Council, shall be compensated with compensatory time of an hour and one-half (1 1/2) for a one (1) hour basis.

ARTICLE VIII

HOLIDAYS

A. There shall be fourteen (14) paid holidays per annum. Holiday pay shall be made annually in the month of November for the following holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Lincoln's Birthday	Memorial Day
Washington's Birthday	Independence Day
Easter Sunday	Christmas Day
Labor Day	Election Day
Columbus Day	Good Friday

B. The fourteen (14) paid holidays per annum shall be based on an eight (8) hour day. An employee shall receive holiday pay only for those holidays occurring while he/she is actually employed by the department. Those employees who work on any of the above-mentioned holidays shall receive one-half (1/2) day's additional pay for a full working tour on that holiday, payable November 1st, by separate check.

C. Any employee who is on a leave of absence (i.e., injury leave or workman's compensation) shall not be eligible for paid holidays which fall during the employee's leave of absence.

ARTICLE IX
PERSONAL BUSINESS DAY

A. Employees covered under this Agreement shall be allowed three (3) days of personal business leave annually, not deducted from sick leave, with approval of the Chief. The form for requesting such leave shall contain an indication whether the personal leave is "religious", "business", or "personal".

B. A personal day application shall, except in cases of emergency, be made at least five (5) working days prior to the personal day to be taken.

C. The application form shall contain a specific acknowledgment by the employee that personal leave may not be taken for the purpose of recreation.

D. A new employee must have a minimum of one (1) year of service credit within the calendar year before he/she is eligible for this benefit for the same calendar year.

E. Temporary employees and part-time employees are not eligible for this benefit.

F. Such leave shall not accumulate from year to year.

ARTICLE X
BEREAVEMENT LEAVE

A. In the event of death in an employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed four (4) working days.

B. In the event of the death of an employee's aunt, uncle, brother-in-law, or sister-in-law, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed two (2) working days.

C. Reasonable verification of the event may be required by the Borough.

D. Such bereavement leave is not in addition to any holiday, vacation leave, or compensatory time off falling within the time of the bereavement.

E. An employee may make a request of the Chief or his/her designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Chief or his/her designated representative, shall be charged, at the option of the employee, either as a personal day or against accumulated compensatory time off.

F. Additional days for bereavement may be granted at the discretion of the Chief of Police.

ARTICLE XI

VACATIONS

A. Vacations are to be granted in accordance with the following scale, based on the actual work day:

Less than 1 year completed	1 working day per month of service
1 year completed	12 working days
3 years completed	15 working days
7 years completed	18 working days
10 years completed	20 working days
15 years completed	25 working days

B. Requests for the taking of accrued vacation time shall be in writing and addressed to the Chief at least two (2) weeks in advance of the time the vacation is to commence. The Chief shall act on such request at his/her discretion and consistent with scheduling, manpower, and department rules regarding seniority.

C. Any employee who is on a leave of absence (i.e., injury leave or workman's compensation) shall have his/her vacation leave for the year pro-rated for the time absent.

ARTICLE XII
ACTIONS AGAINST OFFICERS

A. Except in disciplinary cases, whenever any action is brought against any employee covered by this Agreement for any act or omission arising out of or incidental to the performance of his/her duties, the employer shall defray all cost of defending such action. The employee may select his/her own counsel and the employer shall reimburse the employee for reasonable attorney's fees. In case of a civil action, the employer shall pay any adverse judgment, save harmless and protect such employee from any financial loss resulting therefrom. The employee shall submit to the Mayor and Borough Council for approval the name of the attorney he/she selects and the estimated fees. Such approval is not to be unreasonably withheld and is to be given within two (2) weeks of submission of the name of the attorney and the estimated fee.

ARTICLE XIII

INSURANCE

A. The employer shall provide personal injury and liability insurance and false arrest coverage for all employees.

B. The employer shall provide to all employees covered by this Agreement and their families, an insurance plan comparable to Blue Cross and Blue Shield hospitalization plans, including Rider "J" and major medical benefits. The employee deductible for major medical shall be \$200.00. The employer shall reimburse the employee for each level of full deductible met, up to \$500.00 (i.e., \$200.00 employee; \$200.00 first dependent, \$100.00 remaining family). This is to be submitted by February 15 of the following calendar year.

C. The employer shall reimburse the employee within reasonable time for any damage or destruction (caused through no negligence of an officer) of clothing or personal articles worn on duty in the Borough.

D. All requests for reimbursement shall be in writing and submitted to the Chief of Police, along with proof of reasonable replacement costs. The employee shall surrender the item for which reimbursement is requested to the Chief of Police and it shall then become the property of the employer upon payment to the employee of the reasonable reimbursement sum.

Article XIII

Insurance

(continued)

E. The employer agrees to provide dental insurance at no cost to the employee.

F. The Borough retains the right to change insurance carriers as long as substantially similar benefits are provided.

ARTICLE XIV

PENSION

All officers, if eligible, shall be enrolled in and receive benefits under the Police and Firemen's Retirement System as established by law.

ARTICLE XV

SICK LEAVE

A. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay at the rate of one (1) working day for every month of service, based on the number of hours of the employee's scheduled work day, during the remainder of the first calendar year of service, and fifteen (15) working days in every calendar year of service thereafter. The sick time not taken shall be cumulative from year to year to a maximum of three hundred sixty-five (365) days. Upon request by the employee, an annual report shall be submitted to the employee showing accumulated time at the end of the calendar year.

B. In the event an illness requires an employee to take in excess of three (3) consecutive accumulated sick days, said employee shall submit to the Chief a written statement from his/her treating physician describing the nature of the illness and whether such illness requires the employee to remain at home and away from duty. In the event the employee takes in excess of ten (10) consecutive accumulated sick days, the employer shall have the right to have the employee periodically examined by a Borough-appointed physician to determine the nature of the illness and whether such illness requires the employee to remain at home and away from duty.

ARTICLE XV

Sick Leave

(continued)

C. Employees who retire (within the meaning of the Police and Firemen's Retirement System) either through disability, retirement, or with twenty-five (25) years of service to the Borough, shall receive one-half (1/2) of accumulated sick days, with a cap of \$15,000.00 per employee. Should the Department be abolished or if employees are laid off (within the meaning of the Department of Personnel Rules and Regulations), the employees shall receive payment for all unused sick days, regardless of years of service.

ARTICLE XVI
INJURY LEAVE

A. In the event an employee becomes disabled by reason of a work-related injury or disabling illness to perform his/her duties, then in addition to any sick leave benefits otherwise provided herein, he/she will be entitled to full pay for a period of up to one (1) year. The time may be extended beyond one (1) year at the sole discretion of the Borough.

B. Any employee who is injured, whether slightly or severely, while working, must make an immediate report prior to the end of his/her shift, to the immediate supervisor. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

C. The employee shall be required to present evidence by a certificate of a physician that he/she is unable to work, and the Borough may reasonably require the employee to present such certificate from time to time.

D. If the Borough does not accept the certificate of the physician, the Borough shall have the right, at its own cost, to require the employee to obtain an examination and certification of fitness by a physician appointed by the Borough.

ARTICLE XVI
INJURY LEAVE
(continued)

E. In the event the Borough physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. If, however, the employee disputes the determination of the Borough physician, then the Borough and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Borough and the employee. The determination of the third physician also certifies the employee fit to return to duty, and injury leave benefits granted under this Article shall be terminated.

F. If the Borough can prove that an employee has abused his/her privileges under this Article, the employee will be subject to disciplinary action by the Borough up to and including termination.

ARTICLE XVII
CLOTHING ALLOWANCE

The employer shall provide each employee with an initial clothing issue. Replacement of uniforms and equipment shall be made on an authorized voucher received from the Chief of Police. The employer shall further provide each employee with an allowance for maintaining clothing, to be paid to each employee on April 1 of each year. Said allowance shall be \$350.00 for 1991, \$400.00 for 1992, and \$450.00 for 1993.

ARTICLE XVIII
DEDUCTION PLAN

The employer agrees to establish through the Borough Treasurer a credit union payroll deduction plan (at no cost to the employer) for use by those employees wishing to enroll.

ARTICLE XIX
LONGEVITY PAY

A. Longevity shall be paid on the employee's anniversary date.

B. The Longevity Schedule shall be as follows:

<u>Start</u>	<u>Completion</u>	
0	5 years	No Longevity
6 years	8 years	1%
9 years	11 years	2%
12 years	14 years	3%
15 years	17 years	4%
18 years +		5%

ARTICLE XX
WORKING CONDITIONS

A. The employer shall furnish to each employee protective crash type headgear approved for use in motor vehicles.

B. The employer shall provide and maintain all on-duty firearms and ammunition, pursuant to departmental rules and regulations.

C. The employer shall furnish a municipal vehicle for all job-related travel outside the boundaries of the Borough when such travel and use is authorized by the Chief of Police.

D. If a municipal vehicle is unavailable and an employee must use his/her personal vehicle, the employee shall be reimbursed for all tolls and mileage at the rate of .15 per mile.

E. The Association recognizes the need to establish rules and regulations for the correct administration of the Department. Accordingly, the employer and the Association recognized Borough Ordinance XIV as the governing rules of the Department, except those provisions as amended by this instrument. Where an issue is not directly addressed by Ordinance XIV or this instrument, the New Jersey Civil Service Rules shall apply.

ARTICLE XXI
GRIEVANCE PROCEDURE

A. PURPOSE

(1) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems that may arise affecting the terms and conditions of employment under this Agreement.

(2) Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. DEFINITION

(1) With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Officer on behalf of an individual employee or group of employees, from the administrative decisions affecting them, excluding re-employment. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.

(2) With respect to employee grievances, no grievance may proceed to binding arbitration unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement, excluding issues of re-employment. Disputes concerning terms and conditions of

ARTICLE XXI

Grievance Procedure

(continued)

employment controlled by statute or administrative regulation incorporated by reference in this Agreement, either expressly or by operation of law may only proceed to advisory arbitration.

G. PROCEDURE

(1) Time Limits. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement only.

(2) Level One - Line Supervisor. The aggrieved person shall present his/her grievance to his/her immediate supervisor for determination. The grievance shall be in writing on an approved grievance form provided by the employer. If the aggrieved person is not satisfied with the disposition, or no decision has been rendered within five (5) days after the presentation of the grievance, he/she shall, within a reasonable time, file the grievance in writing on the approved form to the Chief of Police (Level Two).

ARTICLE XXI

Grievance Procedure

(continued)

(3) Level Two - Chief of Police. The aggrieved person shall submit his/her grievance to the Chief of Police as provided above. If the aggrieved person is not satisfied with the disposition or no decision has been rendered in writing within ten (10) working days after the grievance was delivered, the aggrieved person shall, within a reasonable time, file the grievance in writing with the Chairman of the Public Safety Committee (Level Three).

(4) Level Three - Public Safety Committee. Upon receipt of the written grievance, the Public Safety Committee shall set the matter for hearing by the full Committee at which time all relevant evidence shall be presented. Within twelve (12) working days of the conclusion of said hearing, the Public Safety Committee shall issue its decision setting forth its findings and conclusions.

(5) Level Four - Arbitration.

(a) If the aggrieved person is not satisfied with the disposition at Level Three, or no decision has been rendered within the time period provided in Level Three, the aggrieved party may request in writing that the Association submit the grievance to arbitration.

(b) The aggrieved person shall submit his/her grievance in writing to the Association

ARTICLE XXI

Grievance Procedure

(continued)

Chairman within five (5) days after the decision by the Public Safety Committee, requesting that the grievance be submitted to arbitration within ten (10) days after receipt of a request by the aggrieved person.

(c) Within ten (10) days after such a written notice of submission to arbitration, the Borough Council and the Association shall attempt to agree upon a mutually-acceptable arbitrator and shall obtain a commitment from said arbitrator or obtain such a commitment within a specified period. A request for a list of arbitrators may be requested from the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

(d) The arbitrator so selected shall confer with the representatives of the Borough Council and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set

ARTICLE XXI

Grievance Procedure

(continued)

forth his/her findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law that is violative of the terms of this Agreement. Such decision shall be final and binding.

(e) The costs for the services of the arbitrator, including per diem expenses if any, and actual necessary travel subsistence expenses, shall be borne equally by the Borough Council and the LPA. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS TO REPRESENTATION

(1) Any aggrieved person shall be represented at all stages of the grievance procedure by him/herself, or by his/her option, a representative selected or approved by the Association. When a member is not represented by the Association, the Association shall have the right to be present to state its view at all stages of the grievance procedure.

(2) No reprisals of any kind shall be taken by the Borough Council, the Chief of Police, or the Association against the party in interest, any representative, any employee, or any participant in the grievance procedure by reason of such participation.

ARTICLE XXI

Grievance Procedure

(continued)

B. MISCELLANEOUS

(1) If a grievance affects a group of members, the LPA may submit such grievance in writing to the Chief of Police and the processing of such grievance shall be commenced at Level Two. The Association may process an appropriate grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

(2) All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.

(3) Forms for filing grievances, serving notices, and others such as may be required in the grievance procedure shall be prepared jointly by the Chief of Police and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

(4) All employees, including the grievant, shall continue under the direction of the Chief of Police, regardless of the pending of any grievance until such grievance is properly determined.

ARTICLE XXII
SEPARABILITY AND SAVINGS

A. In the event that any Federal or State legislation, governmental regulation, or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

ARTICLE XXIII
NON-DISCRIMINATION

A. The Borough and the Association agree there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Borough and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from such activity. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity.

ARTICLE XXIV
EMPLOYEE RIGHTS

A. No officer shall be disciplined, reduced in rank or denied any advantage without just cause. In all cases any action taken or recommended by either the Chief of Police or any agent of the Borough shall not be made public and in all cases, subject to the grievance procedure set forth in Article XXI.

B. Any action concerning discipline shall be subject to the progressive discipline policy, except those actions which are serious violations of the Police Rules and Regulations or any local or State law. Progressive discipline being defined as:

Oral Warning
Written Reprimand
Docking
Increment Withholding
Dismissal

C. Any time an officer is called before the Borough Council regarding any action which could adversely affect the continuation of employment of that officer, he/she shall be given notice of the meeting and reasons for same, and shall have a representative of the Association present to advise him/her at the meeting of Borough Council.

D. The parties hereby acknowledge the command responsibility of the Chief of Police of Lakehurst and the responsibilities and duties of that office as Chief of Police.

ARTICLE XXIV

EMPLOYEE RIGHTS

(continued)

E. In no case shall any officer be evaluated with deficiencies without the opportunity of at least ninety (90) days to correct any or all deficiencies noted on any evaluation.

F. Each officer shall have the opportunity to review his/her personal folder at least once a year. In all cases, no material shall be placed in the personal folder of any officer relating to disciplinary action without the officer's knowledge or without the initials of the officer on any copy received from the Borough.

G. The employer agrees that all terms, conditions, and benefits of employment not covered by this Agreement shall remain in full force and effect at their highest standards.

ARTICLE XXV
MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the LPA nor any person acting on its behalf will cause, authorize, or support, nor will any of its members, to take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, walkout, or other illegal job action against the Borough.

B. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, or supporting any such activity by any other employee or group of employees of the Borough and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such steps as may be necessary under the circumstances to bring about compliance with the Officer order.

ARTICLE XXVI
FULLY BARGAINED AGREEMENT

A. This Agreement represents and inoorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, subject to Chapter 123 of the Laws of the State of New Jersey.

ARTICLE XXVII
LIAISON COMMITTEE

At either the request of the Borough Council or the Association, liaison meetings may be called for the good of the Department. The purpose of the above-mentioned meetings shall be to better promote harmonious employer/employee relations between all members of the Department and the Borough Council.

All members of the Association agree to attend said meetings at no cost of overtime or call-in time for the Borough.

ARTICLE XXVIII
EMPLOYEE SERVICE OBLIGATION

A. All employees shall agree to a term of employment for a minimum of two (2) years. Should the employee resign prior to completion of this obligation, said employee shall reimburse the employer the cost of expenses incurred to provide said employee with basic police training (cost of training and salary paid while receiving training); uniforms; physical and psychological examinations; soft body armour; and any such other expenses incurred not related to salary while actually working the streets.

B. In addition to this Article, a separate instrument will be signed between the employee and the employer and witnessed by an Association delegate.

C. Within two weeks notice of resignation, an itemized listing of such expenses shall be furnished to the employee and a payment schedule shall be developed.

ARTICLE XXIX
EDUCATIONAL BENEFITS

A. Employees shall receive \$35.00 per educational credit for all advanced training. All advanced training must be recognized by the P.T.C.; N.J.S.P.; Department of Personnel; or the U.S. Department of Justice. The employee must present documentation of successful completion of the course; proof of training must be submitted by October 1; and payment by separate check shall be made on November 1. There shall be a maximum payment of \$1,800.00 per eligible officer.

B. All employees who engage in a college education will be fully reimbursed for tuition and books. College credits must be from an accredited and Department of Education approved school. All employees must provide the Police Committee with prior notification of the course. All courses must be in the law enforcement field, supervision, or management. The employee must maintain a "C" average or better to qualify for reimbursement.

ARTICLE XXX

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect up to and including December 31, 1993, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Lakehurst, New Jersey, on this 21st day of March, 1991:

LAKEHURST POLICE ASSOCIATION

By: *Raymond B. Baker*
LPA Negotiating Committee
Lakehurst Police Department

BOROUGH OF LAKEHURST

By: *Nicholas K. Kamai*
Hon. Nicholas K. Kamai
Mayor
Borough of Lakehurst
Robert J. Morris
ROBERT J. MORRIS, RMC
Borough Clerk
Borough of Lakehurst